

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

KARRIE ACKLEY,
on behalf of herself and
all others similarly situated,

Plaintiff,

Case No. 22-cv-232

v.

MARATHON CHEESE CORPORATION,

Defendant.

**JOINT MOTION FOR PRELIMINARY APPROVAL OF
COLLECTIVE AND CLASS ACTION SETTLEMENT**

Plaintiff Karrie Ackley, on behalf of herself and all others similarly situated, by and through her attorneys, Walcheske & Luzi, LLC, and Defendant Marathon Cheese Corporation, by and through its attorneys, Godfrey & Kahn, S.C., jointly move this Court for preliminary approval of the parties' settlement of this lawsuit in accordance with their Settlement Agreement & Release.

In connection with the parties' Settlement Agreement & Release ("Settlement Agreement"), the parties respectfully request that the Court enter an order that:

(1) Preliminarily approves the Settlement Agreement, (ECF No. 20), as fair, reasonable, and adequate;

(2) Certifies, for settlement purposes only, the proposed collective pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (the "FLSA Collective");

(3) Certifies, for settlement purposes only, the proposed Fed. R. Civ. P. 23 Class (the "WWPCL Class");

(4) Appoints, for settlement purposes only, Walcheske & Luzi, LLC as counsel for the FLSA Collective and WWPCL Class (“Plaintiff’s counsel”);

(5) Appoints, for settlement purposes only, Plaintiff Karrie Ackley as representative for the FLSA Collective and WWPCL Class;

(6) Appoints Rust Consulting as the Settlement Administrator;

(7) Approves the Notice of Class and Collective Action and Proposed Settlement substantially in the form as attached to the Settlement Agreement as Exhibit B, (ECF No. 20-2), for distribution to putative members of the FLSA Collective who are also members of the putative WWPCL Class (the “Class Notice”);

(8) Approves the Notice of Class and Collective Action and Proposed Settlement substantially in the form as attached to the Settlement Agreement as Exhibit C, (ECF No. 20-3), for distribution to putative members of the FLSA Collective who are not eligible to participate in the WWPCL Class (the “Collective Notice” and, together with the Class Notice, the “Notice Packet”);

(9) Finds that delivery of the Notice Packet by U.S. Mail to the putative settlement participants in the WWPCL Class and FLSA Collective (together, the “putative Settlement Class”) constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to the putative Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution;

(10) Directs that putative members of the FLSA Collective who wish to join the FLSA Collective must return a Consent Form within forty-five (45) calendar days after the date notice was mailed to them;

(11) Directs that WWPCl Class members who wish to object to or exclude themselves from the parties' Settlement Agreement must do so per the instructions set forth in the Notice Packet and within forty-five (45) days after the notice was mailed to them;

(12) Finds that any objection that does not comply with the instructions set forth in the Notice Packet and/or is untimely will not be heard;

(13) Finds that any WWPCl Class member who does not exclude him/herself shall be bound by the Court's Final Approval Order;

(14) Finds that all members of the FLSA Collective shall be bound by the Court's Final Approval Order;

(15) Directs that any final approval motion, Plaintiff's motion for approval of attorneys' fees and costs and for approval of service award, and any responses to objections to attorneys' fees and costs, shall be filed no later than fourteen (14) days prior to the Fairness Hearing;

(16) Directs that any response or objection to Plaintiff's motion for approval of service award shall be filed no later than seven (7) days prior to the Fairness Hearing; and

(17) Schedules a Fairness Hearing approximately one hundred and twenty (120) days after the Court issues its Preliminary Approval Order.

Dated this 6th day of June, 2023.

WALCHESKE & LUZI, LLC

Counsel for Plaintiff

s/ James A. Walcheske

James A. Walcheske, State Bar No. 1065635

Scott S. Luzi, State Bar No. 1067405

David M. Potteiger, State Bar No. 1067009

WALCHESKE & LUZI, LLC

235 North Executive Drive, Suite 240

Brookfield, Wisconsin 53005

Email: jwalcheske@walcheskeluzi.com

Email: sluzie@walcheskeluzi.com

Email: dpotteiger@walcheskeluzi.com

Telephone: (262) 780-1953

29337265.2

GODFREY & KAHN, S.C.

Counsel for Defendant

s/ Erin M. Cook

Josh Johanningmeier, State Bar No. 1041135

Erin M. Cook, State Bar No. 1074294

Sarah K. Mueller, State Bar No. 1114561

GODFREY & KAHN, S.C.

833 E. Michigan Street, Suite 1800

Milwaukee, Wisconsin 53203

Email: jjohanningmeier@gklaw.com

Email: mcook@gklaw.com

Email: smueller@gklaw.com

Telephone: (414) 273-3500